



For Rob's File

WORK FOR HIRE AGREEMENT

I, George Robert McAbee of Nomad Design Company, agree that any and all drawings, illustrations, characters, text, layouts, designs, ideas, digital files, or any other work (collectively the "Creative Works") that I have created or worked on for either Capital Concepts, Inc., bCreative, Inc., or Offside, LLC (each individually the "Hiring Party") in the past, or, unless otherwise mutually agreed to in writing by me and the appropriate Hiring Party, will create or work on in the future, are "Works Made For Hire" within the meaning of the United States Copyright Act.

As "Works Made For Hire," I agree that I have no ownership, rights, title, or interest in the Creative Works, nor will I challenge the Hiring Party's ownership, rights, title, or interest in the Creative Works and their right to register intellectual property rights, and use or license the Creative Works at their sole discretion. I agree to execute any documents attesting to this that may be necessary for registering copyright or trademark rights with the U.S. or other governments. I do not hold any copyright or trademark interest in the Creative Works, including any changes, derivations, or substantially similar artwork or designs related to the Creative Works. No Creative Works or their derivations need to be submitted to me for approval.

I agree that my sole consideration and financial compensation for the creation of the Creative Works and my work with the Hiring Party is timely payment by the Hiring Party of the invoices submitted by me that are based on hourly or flat fee rates mutually agreed on by me and the Hiring Party. Hiring Party agrees to pay the invoices on Net 15 day terms, and are subject to a 10% late payment penalty if invoice payments are sent more than 30 days after receipt by Hiring Party.

This Agreement will be deemed to have been executed in the Commonwealth of Virginia and will be construed and interpreted according to the laws of the Commonwealth without regard to its conflicts of law principles or rules. The parties agree that any legal action or proceeding with respect to this Agreement shall be brought in the United States District Court for the Western District of Virginia or, if such court does not have jurisdiction, in any court of general jurisdiction in Albemarle County, Virginia.

IN WITNESS WHEREOF, intending to be legally bound, I am

A handwritten signature in black ink, appearing to read 'George Robert McAbee'.

George Robert McAbee

8/24/07

Date